

IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ALABAMA  
NORTHERN DIVISION

IN RE:

CHAPTER 13

WILBERT T. RICHARDSON, JR.

CASE NO.: 17-83257-CRJ-13

SSN: xxx-xx-9029

TANISHA R. RICHARDSON

SSN: xxx-xx-7415

Debtors,

**DEBTOR'S SUBMISSION OF PRE-CONFIRMATION  
AMENDMENT TO CHAPTER 13 BANKRUPTCY PLAN**

COMES NOW the Debtors, WILBERT T. RICHARDSON, JR. and TANISHA R. RICHARDSON, and hereby submit their pre-confirmation amendment to Chapter 13 Plan and as grounds therefore would show as follows:

1. The Debtors are amending their Chapter 13 plan at Part 1 to reflect the request for valuation of security and claim modification.
2. The Debtors are amending their plan at Section 2.1 to provide for payments of \$699.00 per month for 1 month then \$749.00 per month for 59 months.
3. The Debtors are amending their plan at Section 3.1 to adjust the fixed payment on the claim secured by the real property.
4. The Debtors are amending Section 3.2 to reflect the correct value and the amount owed on the claim secured by the vehicle and to adjust the fixed payment.
5. The Debtors are amending Section 3.5 to provide for the surrender of the water treatment system.
6. The Debtors are amending their plan at Section 5.2 to adjust the base balance amount to \$44,890.00.
7. Attached hereto is the Debtor's Amended Chapter 13 Plan which the Debtors pray would be ratified and confirmed by this Honorable Court.

/s/ Wilbert T. Richardson  
WILBERT T. RICHARDSON, JR., Debtor

/s/ Tanisha R. Richardson  
TANISHA R. RICHARDSON, Debtor

/s/ G. John Dezenberg, Jr.  
G. JOHN DEZENBERG, JR.  
Attorney for Debtors  
908-C North Memorial Parkway  
Huntsville, AL 35801  
Phone: (256) 533-5097

**CERTIFICATE OF SERVICE**

I, G. John Dezenberg, Jr., do hereby certify that I have this day served a copy of the above and foregoing instrument, by placing copies of same in the U. S. Mail, postage prepaid and properly addressed to the following:

Hon. Michele T. Hatcher, Trustee  
PO Box 2388  
Decatur, AL 35602

And to all parties listed on the Debtor's Mailing Matrix as attached hereto.

THIS the 8<sup>th</sup> day of January, 2018.

/s/ G. John Dezenberg, Jr.  
G. JOHN DEZENBERG, JR.

**United States Bankruptcy Court  
Northern District of Alabama**

In re Wilbert T. Richardson, Jr.  
Tanisha R. Richardson

Debtor(s)

Case No. 17-83257  
Chapter 13

**CERTIFICATE OF SERVICE**

I hereby certify that on January 8, 2018, a copy of Debtors Amended Chapter 13 Plan was served electronically or by regular United States mail to all interested parties, the Trustee and all creditors listed below and on the attached Mailing Matrix.

Allman Family Medicine

American Family Care

Amsher Collection Services

Credit Collection Services

Fox Collection Center

Franklin Collection Service

Franklin Collection Service

Holloway Credit Solutions

Huntsville Emergency Physicians

Huntsville Hospital

Legends at Oak Grove

Melanie H. Scott, MD

PNC Bank

Preferred Credit

Progressive Insurance

Roundpoint Mortgage Services

Sirote & Permutt, P.C.

US Dept. of Education/GL

Verizon Wireless

Wells Fargo Dealer Services

/s/ G. John Dezenberg, Jr.

G. John Dezenberg, Jr. ASB-3786-R78G

Dezenberg & Smith, P.C.

908-C North Memorial Pkwy

Huntsville, AL 35801

256-533-5097 Fax: 256-533-0068

dezlaw@bellsouth.net

Label Matrix for local noticing  
1126-8  
Case 17-83257-CRJ13  
NORTHERN DISTRICT OF ALABAMA  
Decatur  
Sun Jan 7 11:26:42 CST 2018

American Family Care  
PO Box 830876  
Birmingham, AL 35283-0876

Credit Collection Services  
PO Box 607  
Norwood, MA 02062-0607

Holloway Credit Solutions  
PO Box 230609  
Montgomery, AL 36123-0609

Huntsville Hospital  
PO Box 2252 Dept #1050  
Birmingham, AL 35246-1050

PNC Bank  
2204 Whitesburg Dr. S.  
Huntsville, AL 35801-4515

Progressive Insurance  
6300 Wilson Mills Rd.  
Cleveland, OH 44143-2182

Sirote & Permutt, P.C.  
PO Box 55727  
Birmingham, AL 35255-5727

Verizon Wireless  
P.O. Box 660108  
Dallas, TX 75266-0108

G. John Dezenberg Jr.  
Dezenberg & Smith, PC  
908-C N Memorial Parkway  
Huntsville, AL 35801-5813

U. S. Bankruptcy Court  
400 Well Street  
P. O. Box 2775  
Decatur, AL 35602-2775

Amsher Collection Services  
4524 Southlake Parkway, Ste 15  
Birmingham, AL 35244-3271

Fox Collection Center  
P.O. Box 528  
Goodlettsville, TN 37070-0528

Huntsville Emergency Physicians  
PO Box 11407  
Birmingham, AL 35246-0100

Legends at Oak Grove  
5279 Holly Grove Way Apt #523  
Knoxville, TN 37918

Preferred Credit  
628 Roosevelt Rd.  
Saint Cloud, MN 56301-4867

(p)REPUBLIC FINANCE LLC  
1140 ROMA AVE  
HAMMOND LA 70403-5464

US Dept. of Education/GL  
PO Box 7859  
Madison, WI 53707-7859

Wells Fargo Bank, N.A., d/b/a WFDS  
P.O. Box 19657  
Irvine, CA 92623-9657

Michele T. Hatcher  
Chapter 13 Trustee  
P.O. Box 2388  
Decatur, AL 35602-2388

Allman Family Medicine  
1878 Jeff Rd  
Huntsville, AL 35806-4261

Coosa Valley Medical Center  
c/o Franklin Collection Service  
PO Box 3910  
Tupelo, MS 38803-3910

Franklin Collection Service  
2978 W. Jackson St.  
Tupelo, MS 38801-6731

Huntsville Emergency Physicians Group  
c/o Franklin Collection Service  
PO Box 3910  
Tupelo, MS 38803-3910

Melanie H. Scott, MD  
204 Lowe Ave SE Ste 8  
Huntsville, AL 35801-4254

Preferred Credit Inc.  
PO BOX 1970  
Saint Cloud, MN 56302-1970

Roundpoint Mortgage Services  
5016 Parkway Plaza Blvd.  
Charlotte, NC 28217-1932

Verizon  
by American InfoSource LP as agent  
PO Box 248838  
Oklahoma City, OK 73124-8838

Wells Fargo Dealer Services  
P.O. Box 17900  
Denver, CO 80217-0900

Tanisha R. Richardson  
115 Amelia Drive  
Harvest, AL 35749-3220

Wilbert T. Richardson Jr.  
115 Amelia Drive  
Harvest, AL 35749-3220

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified  
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Republic Finance LLC  
1140 Roma Ave  
Hammond, LA 70403

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u) RoundPoint Mortgage Servicing Corporation	End of Label Matrix	
	Mailable recipients	30
	Bypassed recipients	1
	Total	31

IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ALABAMA

Fill in this information to identify your case:

Debtor 1	<b>Wilbert T. Richardson, Jr.</b>		
	Name: First	Middle	Last
Debtor 2	<b>Tanisha R. Richardson</b>		
(Spouse, if filing)	Name: First	Middle	Last
Case number: (If known)	<b>17-83257</b>		

Check if this is an amended plan ☒

Amends plan dated: 11/10/17

Part(s) amended:

<input checked="" type="checkbox"/> Part 1	<input checked="" type="checkbox"/> Part 5
<input checked="" type="checkbox"/> Part 2	<input type="checkbox"/> Part 6
<input checked="" type="checkbox"/> Part 3	<input type="checkbox"/> Part 8
<input type="checkbox"/> Part 4	<input type="checkbox"/> Part 9

*Failure to check a box identifying a Part amended hereby may render that amendment ineffective.*

## Chapter 13 Plan

### Part 1: Notices

**To Debtor(s):** This form sets out options that may be appropriate in some cases, but the presence of an option on the form does not indicate that the option is appropriate in your circumstances. Plans that do not comply with local rules, administrative orders, and judicial rulings may not be confirmable.

*In the following notice to creditors, you must check each box that applies. Your failure to check a box that applies renders that provision ineffective.*

**To Creditors:** Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated.

You should read this plan carefully and discuss it with your attorney, if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 7 days before the confirmation hearing, unless otherwise ordered. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is made. See Bankruptcy Rule 3015. In addition, a proper proof of claim must be filed in order to be paid under this plan.

The following matters may be of particular importance to you. Debtor(s) must check each box that applies. Debtor(s)' failure to check a box that applies renders that provision ineffective.

☒ The plan seeks to limit the amount of a secured claim, as set out in Part 3, § 3.2, which may result in a partial payment or no payment at all to the secured creditor.

☐ The plan requests the avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest as set out in Part 3, § 3.4.

☐ The plan sets out nonstandard provision(s) in Part 9.

### Part 2: Plan Payments and Length of Plan

**2.1** Debtor(s) will make regular payments to the trustee as follows:

**\$699** per **Month** for **1** months  
**\$749** per **Month** for **59** months

*Debtor(s) shall commence payments within thirty (30) days of the petition date.*

**2.2** Regular payments to the trustee will be made from future income in the following manner (check all that apply):

- |                                     |  |
|-------------------------------------|--|
| <input type="checkbox"/>            | Debtor(s) will make payments pursuant to a payroll deduction. Debtor(s) request a payroll deduction be issued to |
| <input checked="" type="checkbox"/> | Debtor(s) will make payments directly to the trustee.  |
| <input type="checkbox"/>            | Other (specify method of payment)  |

- 2.3

Income tax refunds and returns. *Check one.*

☒ Debtor(s) will retain any income tax refunds received during the plan term.

☐ Debtor(s) will supply the trustee with a copy of each income tax return filed during the plan term within 14 days of filing the return and will turn over to the trustee income tax refunds received during the plan term, if any.
☐ Debtor(s) will treat income refunds as follows:
☐ Debtor(s) believe they are not required to file income tax returns and do not expect to receive tax refunds during the plan term.

- 2.4

Additional payment *(Check all that apply):*

☒ None. If "None" is checked, the rest of § 2.4 need not be completed or reproduced.

2.5 Adequate Protection Payments

Any adequate protection payments shall be made as part of this plan; see Part 3 or Part 9 for details. The secured creditor must file a proof of claim in order to receive payment. Unless otherwise ordered, adequate protection payments through the trustee shall be made as funds are available after the proof of claim is properly filed.

Part 3: Treatment of Secured Claims

- 3.1

Maintenance of payments and cure of defaults, if any, on long-term secured debts. *Check one.*

- ☐ None. If "None" is checked, the rest of § 3.1 need not be completed or reproduced.
☒ Debtor(s) or trustee will maintain the current contractual installment payments on the secured claims listed below. These payments will be disbursed either by the trustee or paid directly by Debtor(s), as specified below. Any existing arrearage on a listed claim will be paid in full through disbursements by the trustee. Unless otherwise ordered, the amounts listed on a proof of claim, amended proof of claim, or notice of payment change control over any contrary amounts listed below as to the estimated amount of creditor's total claim, current installment payment, and arrearage.

Name of Creditor	Collateral	Estimated Amount of Creditor's Total Claim	Current Installment Payment (Including Escrow)	Amount of Arrearage (if any)	Months Included in Arrearage	Monthly Fixed Payment on Arrearage	Monthly Fixed Payment to Begin
Roundpoint Mortgage Services	115 Amelia Dr. Harvest, AL 35749 Madison County	\$270,397.00	\$1,613.00 Disbursed by: <input type="checkbox"/> Trustee <input checked="" type="checkbox"/> Debtor(s)	\$19,272.00	12	\$392.00	

- 3.2

Request for valuation of security, claim modification, and hearing on valuation. *Check one.*

☐ None. If "None" is checked, the rest of § 3.2 need not be completed or reproduced.  
The rest of § 3.2 will be effective only if the applicable box in Part 1 of this plan is checked.
☒ Debtor(s) request that the court determine the value(s) of the collateral and the amount(s) of the secured claim(s) listed below. For each nongovernmental secured claim listed below, Debtor(s) state that the amount of the secured claim should be the lesser of (a) the amount of the secured claim listed on the creditor's proof of claim and (b) the amount set out in the column headed *Amount of secured claim*. For each listed claim, the amount of the secured claim will be paid in full with interest at the rate stated below. If a non-governmental creditor timely objects to the proposed value of the creditor's collateral or the proposed amount of the creditor's secured claim, the confirmation hearing shall include a valuation hearing pursuant to 11 U.S.C. § 506 and Bankruptcy Rule 3012 unless otherwise ordered. If a non-governmental creditor whose claim is listed below fails to timely object, the creditor shall be deemed to have accepted the amount and treatment of the creditor's secured claim as set forth below.

For non-governmental creditors, unless otherwise provided by this plan or otherwise ordered, the portion of any allowed claim that exceeds the amount of the secured claim listed below will be treated as an unsecured claim under Part 5 of this plan, and, if the amount of a creditor's secured claim is listed below as having a value of zero, the creditor's allowed claim will be treated in its entirety as an unsecured claim under Part 5 of this plan. For non-governmental creditors, unless otherwise ordered, the amount

of the creditor's total claim listed on the proof of claim or amended claim controls over any contrary amounts listed below, but the amount of that creditor's secured claim, the value of the collateral, and the interest rate are controlled by the plan.

The holder of any claim listed below as having value in the column headed *Amount of secured claim* will retain the lien until the earlier of:

(a) payment of the underlying debt determined under non-bankruptcy law, or

(b) discharge under 11 U.S.C. § 1328(a), at which time the lien will terminate and be released by the creditor.

For secured claims of governmental units, unless otherwise ordered, the value of a secured claim listed in a proof of claim filed in accordance with the Bankruptcy Rules controls over any contrary amount listed below.

Name of Creditor	Monthly Adequate Protection Payment	Estimated Amount of Creditor's Total Claim	Collateral	Value of Collateral	Amount of Secured Claim	Interest Rate	Monthly Fixed Payment to Creditor	Monthly Fixed Payment to Begin
Wells Fargo Dealer Services	\$132.00	\$15,636.10	2013 Dodge Charger	\$13,225.00	\$13,225.00	5.25%	\$278.00	

**3.3 Secured claims excluded from 11 U.S.C. § 506 and fully secured claims. Check one.**

☒ **None.** If "None" is checked, the rest of § 3.3 need not be completed or reproduced.

**3.4 Section 522(f) judicial lien and nonpossessory, nonpurchase-money ("Non-PPM") security interest avoidance. Check all that apply.**

☒ **None.** If "None" is checked, the rest of § 3.4 need not be completed or reproduced.

**3.5 Surrender of collateral. Check one.**

☐ **None.** If "None" is checked, the rest of § 3.5 need not be completed or reproduced.

☒ Debtor(s) elect to surrender to each creditor listed below the collateral that secures the creditor's claim. Debtor(s) request that upon confirmation of this plan, the stay under 11 U.S.C. § 362(a) be terminated as to the collateral only and that the stay under § 1301 be terminated in all respects. Any allowed unsecured claim resulting from the surrender of the collateral will be treated in Part 5 below.

Name of Creditor	Collateral
Preferred Credit	Water Treatment System

**Part 4: Treatment of Fees and Priority Claims**

**4.1 General**

Trustee's fees will be paid in full. Except as set forth in § 4.5, allowed priority claims also will be paid in full, without interest.

**4.2 Chapter 13 case filing fee. Check one.**

☒ Debtor(s) intend to pay the Chapter 13 case filing fee through the plan.

☐ Debtor(s) intend to pay the Chapter 13 case filing fee directly to the Clerk of Court.

**4.3 Attorney's fees.**

The total fee requested by Debtor(s)' attorney is **\$3,250.00**. The amount of the attorney fee paid prepetition is **\$0.00**. The balance of the fee owed to Debtor(s)' attorney is **\$3,250.00**, payable as follows (*check one*):

☐ \$ at confirmation and \$ per month thereafter until paid in full, or

☒ in accordance with any applicable administrative order regarding fees entered in the division where the case is pending.

**4.4 Priority claims other than attorney's fees and domestic support obligations. Check one.**

☒ **None.** If "None" is checked, the rest of § 4.4 need not be completed or reproduced.



**4.5 Domestic support obligations. Check one.**

☒ **None.** If "None" is checked, the rest of § 4.5 need not be completed or reproduced.

**Part 5: Treatment of Nonpriority Unsecured Claims**

**5.1 Nonpriority unsecured claims not separately classified.**

Allowed nonpriority unsecured claims that are not separately classified will be paid pro rata.

**5.2 Percentage, Base, or Pot Plan. Check one.**

- ☐ 100% Repayment Plan. This plan proposes to pay 100% of each allowed nonpriority unsecured claim.  
☐ Percentage Plan. This plan proposes to pay \_\_\_\_% of each allowed nonpriority unsecured claim.  
☐ Pot Plan. This plan proposes to pay \$\_\_\_\_, distributed pro rata to holders of allowed nonpriority unsecured claims.  
☒ Base Plan. This plan proposes to pay \$ **44,890.00** to the trustee (plus any tax refunds, lawsuit proceeds, or additional payments pursuant to §§ 2.3 and 2.4). Holders of allowed nonpriority unsecured claims will receive the funds remaining, if any, after disbursements have been made to all other creditors provided for in this plan

**5.3 Interest on allowed nonpriority unsecured claims not separately classified. Check one.**

☒ **None.** If "None" is checked, the rest of § 5.3 need not be completed or reproduced.

**5.4 Maintenance of payments and cure of any default on long-term nonpriority unsecured claims. Check one.**

☒ **None.** If "None" is checked, the rest of § 5.4 need not be completed or reproduced.

**5.5 Other separately classified nonpriority unsecured claims. Check one.**

☒ **None.** If "None" is checked, the rest of § 5.5 need not be completed or reproduced.

**Part 6: Executory Contracts and Unexpired Leases**

**6.1 The executory contracts and unexpired leases listed below are assumed, will be treated as specified, and any defaults cured. Check one.**

☒ **None.** If "None" is checked, the rest of § 6.1 need not be completed or reproduced.

**6.2 The executory contracts and unexpired leases listed below are rejected:**

<b>Legends at Oak Grove</b>	<b>Apartment Lease - Reject</b>
<b>Verizon Wireless</b>	<b>Cell Phone Contract - Reject</b>

**Part 7: Sequence of Payments**

**7.1 Unless otherwise ordered, the trustee will make the monthly payments required in Parts 3 through 6 in the sequence of payments set forth in the administrative order for the division in which this case is pending.**

**Part 8: Vesting of Property of the Estate**

**8.1 Property of the estate will vest in Debtor(s) (check one):**

- ☒ Upon plan confirmation.  
☐ Upon entry of Discharge

**Part 9: Nonstandard Plan Provisions**

☒ **None.** If "None" is checked, the rest of Part 9 need not be completed or reproduced.

Debtor Wilbert T. Richardson, Jr.  
Tanisha R. Richardson

Case number 17-83257

Eff (12/01/2017)

**Part 10: Signatures:**

Signature(s) of Debtor(s) required.

Signature(s) of Debtor(s) (required):

X /s/ Wilbert T. Richardson, Jr.  
Wilbert T. Richardson, Jr.

Date January 8, 2018

X /s/ Tanisha R. Richardson  
Tanisha R. Richardson

Date January 8, 2018

Signature of Attorney for Debtor(s):

X /s/ G. John Dezenberg, Jr.  
G. John Dezenberg, Jr. ASB-3786-R78G  
908-C North Memorial Pkwy  
Huntsville, AL 35801  
256-533-5097

Date January 6, 2018

Name/Address/Telephone/Attorney for Debtor(s):

By filing this document, Debtor(s), if not represented by an attorney, or the Attorney for Debtor(s) certifies that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in this district's Local Form, other than any nonstandard provisions included in Part 9.

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
NORTHERN DIVISION**

IN RE: Wilbert T. Richardson, Jr.  
Tanisha R. Richardson

CASE NO. 17-83257

Debtor.

**CERTIFICATE OF SERVICE OF CHAPTER 13 PLAN CONTAINING VALUATION, LIEN AVOIDANCE, § 1301 CO-DEBTOR STAY RELIEF, OR CONTAINING A NON-STANDARD PROVISION REQUIRING RULE 7004 SERVICE**

Debtor(s)' chapter 13 plan dated 01/08/2018 (Doc. ) (check all that all apply):

- ☒ seeks to value collateral and cram down one or more secured claims in Part 3.2
- ☐ seeks to avoid one or more liens in part 3.4
- ☐ requests termination of the § 1301 co-debtor stay in Part 3.5

In accordance with Local Rule 3015-1(c), I certify that the creditors whose claims are affected have been served as follows:

<b>Creditor name and address</b> (If the creditor is an entity other than an Insured Depository Institution ("IDI")*, identify the officer, managing agent, general agent, or other agent authorized to receive process to whose attention service was made. If the entity is an IDI, identify the officer to whose attention service was made via certified mail.)	<b>Method of service</b>
<div style="border: 1px solid black; padding: 2px;">                         +                          - Wells Fargo Bank, N.A.                          dba Wells Fargo Dealer Services                          Kassandra Jaramillo, Bankruptcy Specialist/Claim Signatory                          PO Box 19657                          Irvine, CA 92623-9657                     </div>	<div style="border: 1px solid black; padding: 2px;"> <input type="checkbox"/> First Class Mail  <input checked="" type="checkbox"/> Certified Mail No.                     </div>

\*Most IDIs are banks, credit unions, or savings & loan associations.

In accordance with Local Rule 3015-1(c), I certify that the § 1301 co-debtor(s) who are subject to the termination of the § 1301 co-debtor stay have been served via First Class U.S. Mail as follows:

<b>Name and address</b>	<b>Creditor</b>	<b>Collateral</b>
<div style="border: 1px solid black; height: 40px; width: 100%;"></div>	<div style="border: 1px solid black; height: 40px; width: 100%;"></div>	<div style="border: 1px solid black; height: 40px; width: 100%;"></div>

Under penalty of perjury, I declare that the foregoing is true and correct.

January 08, 2018

/s/ G. John Dezenberg, Jr.

Date

Signature of Attorney for Debtor(s) or pro se Debtor(s)

Name/Address/Telephone/Email

G. John Dezenberg, Jr.  
Dezenberg & Smith, P.C.  
908-C North Memorial Parkway  
Huntsville, AL 35801  
256-533-5097

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
NORTHERN DIVISION**

**IN RE:**

**WILBERT T. RICHARDSON, JR.  
SSN: xxx-xx-9029  
TANISHA R. RICHARDSON  
SSN: xxx-xx-7415**

**CASE NO.: 17-83257-CRJ-13**

**CHAPTER 13**

**DEBTORS.**

**AFFIDAVIT IN SUPPORT OF MOTION TO VALUE PERSONAL PROPERTY**

STATE OF ALABAMA  
COUNTY OF MADISON

Before me, a Notary Public in and for the State of Alabama at Large, did personally appear WILBERT T. RICHARDSON, JR. AND TANISHA R. RICHARDSON, the Debtors in the above-styled cause, and being first made known to me, and being duly sworn by me, did state under oath as follows:

1. Our names are WILBERT T. RICHARDSON, JR. and TANISHA R. RICHARDSON. We are the owners of the 2013 DODGE CHARGER SE in which WELLS FARGO DEALER SERVICES purportedly has a security interest.
2. We offer this affidavit of our opinion of the value of this 2013 DODGE CHARGER SE in support of our Motion To Value Property and Objection to Claim under Rule 9017 Federal Rules Of Bankruptcy Procedure and Rule 43 (e) of the Federal Rules of Civil Procedure.
3. We have owned this 2013 DODGE CHARGER SE for approximately 3 years. We have operated this 2013 DODGE CHARGER SE during the entire time that we have owned it. We have examined the automobile and are familiar with its condition and the condition of its accessories.
4. We have an opinion of the value of this 2013 DODGE CHARGER SE. In our opinion, the fair market value of this 2013 DODGE CHARGER SE was \$11,637.50 on November 1, 2017, the day our Chapter 13 case was filed. Our opinion is based upon our ownership, use and knowledge of the condition of this 2013 DODGE CHARGER SE, and the features or additions thereto. In forming my\our opinion we have also consulted materials, which indicate what similar items of personal property are selling for in my geographical area, such as newspaper ads, shoppers and advertisements by retailers and individuals in classified advertising.

5. We have also consulted the NADA Guide to Used Car Values for the issue dated closest to the filing of our petition in this case, in forming our opinion of the value of this 2013 DODGE CHARGER SE. Although we considered the Guide and it was a factor in the development of our opinion, we did not rely on the guide exclusively in forming our opinion. The "midpoint" value under the NADA Guide to Used Car Values (halfway between trade-in and retail) was \$11,637.50 on the day our Chapter 13 case was filed.

6. We offer as evidence in support of our opinion herein expressed photocopied pages of the November, 2017 edition of the NADA Guide to Used Car Values, reflecting the average trade-in and retail prices for this 2013 DODGE CHARGER SE for the Southeastern United States. We have also attached the page of that edition that reflects the method of reducing or increasing the value based upon high or low mileage. We offer the NADA Guide extracts attached hereto in support of our opinion under Rule 803 (17) of the Federal Rules of Civil Procedure.

DATED THIS 10<sup>th</sup> day of November, 2017.

/s/ Wilbert T. Richardson, Jr.  
WILBERT T. RICHARDSON, JR.

/s/ Tanisha R. Richardson  
TANISHA R. RICHARDSON

Sworn to and subscribed before me this 10<sup>th</sup> day of November, 2017.

/s/ G. John Dezenberg, Jr.  
Notary Public

My comm. expires: 11/25/18

# NADA VALUATION WORKSHEET

VEHICLE OWNER: Wilbert Richardson

OWNED VEHICLE FOR APPROXIMATELY: 3 years

YEAR: 13 MAKE: Dodge

MODEL: Charge VIN: SE

MONTH AND YEAR OF NADA USED: 11/17

NADA AVERAGE RETAIL: \$ 13,225

NADA AVERAGE TRD-IN: \$ 10,050

NADA "MIDPOINT": \$ 11,637.50

## PLUS ADD-ONS:

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

## LESS DEDUCTIONS:

MILEAGE: 69,000

CATEGORY: I II III IV

DEDUCT FOR MILEAGE

☐ YES ☒ NO

AMOUNT: \$ \_\_\_\_\_

OTHER DEDUCTIONS:

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

BANKRUPTCY VALUE: \$ 11,637.50

<i>Rough Trade-in</i>	<i>Average Trade-in</i>	<i>Clean Trade-in</i>	<i>Body Type</i>	<i>Model Number</i>	<i>MSRP</i>	<i>Weight</i>	<i>Clean Loan</i>	<i>Clean Retail</i>
Add 3.6L V6 Engine (Std. R/T)			350 400	Add Navigation System			500	575
Add Aluminum/Alloy Wheels (SE)			325 375	Add Power Seat (SE)			275	325
Add Certified Pre-Owned			675	Add Power Sunroof			600	675
Add Leather Seats (Std. R/T)			525 600	Ded W/out Power Seat (SXT)			275	275

**2013 CHARGER-V8**

6650	7925	8975	Sedan 4D Police (V6)	DXAG	29970	4039	8100	10850
8700	10050	11175	Sedan 4D SE (V6)	DXBG	25795	3961	10075	13225
10500	11925	13100	Sedan 4D SE (AWD, V6)	DXFG	29395	4151	11800	15300
10325	11750	12925	Sedan 4D SXT (V6)	DXHG	28595	3996	11650	15100
11325	12775	13975	Sedan 4D SXT (AWD, V6)	DXJG	31095	4151	12600	16225
10650	12075	13250	Sedan 4D Police	DXAT	32200	4271	11925	15450
12450	13950	15175	Sedan 4D R/T	DXCT	29995	4253	13675	17500
14025	15550	16825	Sedan 4D R/T Daytona	DXCT	32990	4253	15150	19225
13925	15450	16725	Sedan 4D R/T (AWD)	DXDT	32495	4450	15075	19125
22525	24250	25650	Sedan 4D SRT-8	DXEJ	44995	4365	23100	28400
19700	21375	22750	Sedan 4D SRT-8 Super Bee	DXGJ	41775	4365	20475	25400

**Mileage Class: III**

	<u>Trade-in</u>	<u>Loan</u>	<u>Retail</u>		<u>Trade-in</u>	<u>Loan</u>	<u>Retail</u>
Add Blacktop Pkg. (SXT, R/T)	800	900		Add Certified Pre-Owned			1125
Add Rallye Pkg. (SXT)	800	900		Add Harman Kardon Stereo	700	800	
Add Road & Track Pkg. (R/T, Daytona)	1800	2000		Add Leather Seats (Ex. Road & Track, SRT-8)	600	675	
Add Alpine Stereo (Bee)	400	450		Add Navigation (Ex. SRT-8)	550	625	
Add Alum/Alloy Wheels (Police)	375	425		Add Power Sunroof	650	725	
Add Beats Audio System (Std. Daytona, Rallye)	600	675					

**2013 CHALLENGER-V8-6 Spd./AT**

10075	11500	12675	Coupe 2D SXT (V6)	DYA	25495	3834	11425	14150
14050	15575	16850	Coupe 2D R/T	DYB	29995	4082	15175	18550
19625	21275	22650	Coupe 2D SRT-8 Core	DYD	38995	4160	20400	23900
21275	22975	24375	Coupe 2D SRT-8	DYC	43425	4160	21950	26700

**Mileage Class: III**

	<u>Trade-in</u>	<u>Loan</u>	<u>Retail</u>		<u>Trade-in</u>	<u>Loan</u>	<u>Retail</u>
Add Super Sport Pkg. (SXT)	1100	1225		Add Harman Kardon Stereo	400	450	
Add Boston Acoustics Stereo (SXT, SRT Core)	400	450		Add Leather Seats (Ex. SRT-8)	600	675	
Add Certified Pre-Owned	1325			Add Navigation System	550	625	
				Add Power Sunroof	650	725	

**2012 CALIBER-4 Cyl.**

2725	3575	4275	Wagon 4D SE (5 Spd.)	DWB	17380	2940	3850	6500
3675	4600	5350	Wagon 4D SXT	DWD	18765	3012	4825	7750
3850	4800	5575	Wagon 4D SXT Plus	DWE	18730	3012	5025	8000
4325	5300	6100	Wagon 4D Uptown	DWF	21280	3012	5500	8575
4550	5525	6325	Wagon 4D Rush	DWH	20515	3104	5700	8825

**Mileage Class: II**

	<u>Trade-in</u>	<u>Loan</u>	<u>Retail</u>		<u>Trade-in</u>	<u>Loan</u>	<u>Retail</u>
Add 2.4L 4 Cyl. Engine (Uptown)	250	300		Add Leather Seats (Std. Uptown)	500	575	
Add Aluminum/Alloy Wheels (SE)	325	375		Add Navigation System	425	475	
Add Boston Acoustics Stereo (Std. Uptown, Rush)	300	350		Add Power Sunroof	525	600	
Add Certified Pre-Owned	600			Add Pwr Seat (Std. Uptown, Rush)	250	300	
				Ded W/out AT (Ex. SE)	500	500	

**2012 AVENGER-4 Cyl.**

3425	4325	5075	Sedan 4D SE	DZA	18995	3400	4575	7425
3825	4750	5500	Sedan 4D SXT	DZC	21495	N/A	4950	7900
4675	5650	6450	Sedan 4D Lux	DZD	25865	3400	5825	8975
4950	5950	6775	Sedan 4D SXT Plus (V6)	DZE	23995	3607	6100	9325
5700	6750	7600	Sedan 4D R/T (V6)	DZB	25995	N/A	6850	10250

**Mileage Class: I**

	<u>Trade-in</u>	<u>Loan</u>	<u>Retail</u>		<u>Trade-in</u>	<u>Loan</u>	<u>Retail</u>
Add 3.6L V6 Eng. (SE, Lux)	350	400		Add Navigation System	425	475	
Add Aluminum/Alloy Wheels (SE)	325	375		Add Power Seat (SE)	250	300	
				Add Power Sunroof	525	600	



# MILEAGE TABLE

VALUES SHOWN BELOW TO BE ADJUSTED FROM BASE GUIDEBOOK VALUES

MILEAGE	2015	2014	2013	2012	2011	2010
2015	3150	3775	4275	4600	4700	
2225	4150	5000	5675	6125	6275	
2450	5050	6050	6825	7325	7475	
2675	5775	6900	7725	8225	8375	
2900	6500	7700	8525	9025	9175	
3125	7225	8425	9250	9750	9900	
3350	7950	9150	9975	10475	10625	
3575	8675	9875	10700	11200	11350	
3800	9400	10600	11425	11925	12075	
4025	10125	11325	12150	12650	12800	
4250	10850	12050	12875	13375	13525	
4475	11575	12775	13600	14100	14250	
4700	12300	13500	14425	14825	15000	
4925	13025	14225	15150	15575	15750	
5150	13750	14950	16075	16475	16650	
5375	14475	15675	16900	17300	17475	
5600	15200	16400	17725	18125	18300	
5825	15925	17125	18550	18975	19150	
6050	16650	17850	19375	19800	20000	
6275	17375	18575	20200	20625	20825	
6500	18100	19300	21025	21450	21650	
6725	18825	20025	21850	22275	22475	
6950	19550	20750	22675	23100	23300	
7175	20275	21475	23500	23925	24125	
7400	21000	22200	24325	24750	24950	
7625	21725	22925	25150	25575	25775	
7850	22450	23650	25975	26400	26600	
8075	23175	24375	26800	27225	27425	
8300	23900	25100	27625	28050	28250	
8525	24625	25825	28450	28875	29075	
8750	25350	26550	29275	29700	29900	
8975	26075	27275	30100	30525	30725	
9200	26800	28000	30925	31350	31550	
9425	27525	28725	31750	32175	32375	
9650	28250	29450	32575	33000	33200	
9875	28975	30175	33400	33825	34025	
10100	29700	30900	34225	34650	34850	
10325	30425	31625	35050	35475	35675	
10550	31150	32350	35875	36300	36500	
10775	31875	33075	36700	37125	37325	
11000	32600	33800	37525	37950	38150	
11225	33325	34525	38350	38775	38975	
11450	34050	35250	39175	39600	39800	
11675	34775	35975	40000	40425	40625	
11900	35500	36700	40825	41250	41450	
12125	36225	37425	41650	42075	42275	
12350	36950	38150	42475	42900	43100	
12575	37675	38875	43300	43725	43925	
12800	38400	39600	44125	44550	44750	
13025	39125	40325	44950	45375	45575	
13250	39850	41050	45775	46200	46400	
13475	40575	41775	46600	47025	47225	
13700	41300	42500	47425	47850	48050	
13925	42025	43225	48250	48675	48875	
14150	42750	43950	49075	49500	49700	
14375	43475	44675	49900	50325	50525	
14600	44200	45400	50725	51150	51350	
14825	44925	46125	51550	51975	52175	
15050	45650	46850	52375	52800	53000	
15275	46375	47575	53200	53625	53825	
15500	47100	48300	54025	54450	54650	
15725	47825	49025	54850	55275	55475	
15950	48550	49750	55675	56100	56300	
16175	49275	50475	56500	56925	57125	
16400	50000	51200	57325	57750	57950	
16625	50725	51925	58150	58575	58775	
16850	51450	52650	58975	59400	59600	
17075	52175	53375	59800	60225	60425	
17300	52900	54100	60625	61050	61250	
17525	53625	54825	61450	61875	62075	
17750	54350	55550	62275	62700	62900	
17975	55075	56275	63100	63525	63725	
18200	55800	57000	63925	64350	64550	
18425	56525	57725	64750	65175	65375	
18650	57250	58450	65575	66000	66200	
18875	57975	59175	66400	66825	67025	
19100	58700	59900	67225	67650	67850	
19325	59425	60625	68050	68475	68675	
19550	60150	61350	68875	69300	69500	
19775	60875	62075	69700	70125	70325	
20000	61600	62800	70525	70950	71150	
20225	62325	63525	71350	71775	71975	
20450	63050	64250	72175	72600	72800	
20675	63775	64975	73000	73425	73625	
20900	64500	65700	73825	74250	74450	
21125	65225	66425	74650	75075	75275	
21350	65950	67150	75475	75900	76100	
21575	66675	67875	76300	76725	76925	
21800	67400	68600	77125	77550	77750	
22025	68125	69325	77950	78375	78575	
22250	68850	70050	78775	79200	79400	
22475	69575	70775	79600	80025	80225	
22700	70300	71500	80425	80850	81050	
22925	71025	72225	81250	81675	81875	
23150	71750	72950	82075	82500	82700	
23375	72475	73675	82900	83325	83525	
23600	73200	74400	83725	84150	84350	
23825	73925	75125	84550	84975	85175	
24050	74650	75850	85375	85800	86000	
24275	75375	76575	86200	86625	86825	
24500	76100	77300	87025	87450	87650	
24725	76825	78025	87850	88275	88475	
24950	77550	78750	88675	89100	89300	
25175	78275	79475	89500	89925	90125	
25400	79000	80200	90325	90750	90950	
25625	79725	80925	91150	91575	91775	
25850	80450	81650	91975	92400	92600	
26075	81175	82375	92800	93225	93425	
26300	81900	83100	93625	94050	94250	
26525	82625	83825	94450	94875	95075	
26750	83350	84550	95275	95700	95900	
26975	84075	85275	96100	96525	96725	
27200	84800	86000	96925	97350	97550	
27425	85525	86725	97750	98175	98375	
27650	86250	87450	98575	99000	99200	
27875	86975	88175	99400	99825	100025	
28100	87700	88900	100225	100650	100850	
28325	88425	89625	101050	101475	101675	
28550	89150	90350	101875	102300	102500	
28775	89875	91075	102700	103125	103325	
29000	90600	91800	103525	103950	104150	
29225	91325	92525	104350	104775	104975	
29450	92050	93250	105175	105600	105800	
29675	92775	93975	106000	106425	106625	
29900	93500	94700	106825	107250	107450	
30125	94225	95425	107650	108075	108275	
30350	94950	96150	108475	108900	109100	
30575	95675	96875	109300	109725	109925	
30800	96400	97600	110125	110550	110750	
31025	97125	98325	110950	111375	111575	
31250	97850	99050	111775	112200	112400	
31475	98575	99775	112600	113025	113225	
31700	99300	100500	113425	113850	114050	
31925	100025	101225	114250	114675	114875	
32150	100750	101950	115075	115500	115700	
32375	101475	102675	115900	116325	116525	
32600	102200	103400	116725	117150	117350	
32825	102925	104125	117550	117975	118175	
33050	103650	104850	118375	118800	119000	
33275	104375	105575	119200	119625	119825	
33500	105100	106300	120025	120450	120650	
33725	105825	107025	120850	121275	121475	
33950	106550	107750	121675	122100	122300	
34175	107275	108475	122500	122925	123125	
34400	108000	109200	123325	123750	123950	
34625	108725	109925	124150	124575	124775	
34850	109450	110650	124975	125400	125600	
35075	110175	111375	125800	126225	126425	
35300	110900	112100	126625	127050	127250	
35525	111625	112825	127450	127875	128075	
35750	112350	113550	128275	128700	128900	
35975	113075	114275	129100	129525	129725	
36200	113800	115000	129925	130350	130550	
36425	114525	115725	130750	131175	131375	
36650	115250	116450	131575	132000	132200	
36875	115975	117175	132400	132825	133025	
37100	116700	117900	133225	133650	133850	
37325	117425	118625	134050	134475	134675	
37550	118150	119350	134875	135300	135500	
37775	118875	120075	135700	136125	136325	
38000	119600	120800	136525	136950	137150	
38225	120325	121525	137350	137775	137975	
38450	121050	122250	138175	138600	138800	
38675	121775	122975	139000	139425	139625	
38900	122500	123700	139825	140250	140450	
39125	123225	124425	140650	141075	141275	
39350	123950	125150	141475	141900	142100	
39575	124675	125875	142300	142725	142925	
39800	125400	126600	143125	143550	143750	
40025	126125	127325	143950	144375	144575	
40250	126850	128050	144775	145200	145400	
40475	127575	128775	145600	146025	146225	
40700	128300	129500	146425	146850	147050	
40925	129025	130225	147250	147675	147875	